

Additional Subject Matters for General Provisions

Reviewed by LTC June 15, 2011

1.0 Status of Lands

- 1.1 Dehcho Nhede are not "Lands reserved for the Indians" within the meaning of section 91(24) of the *Constitution Act, 1867* or reserves within the meaning of the *Indian Act*.

2.0 Inter-governmental Devolution

- 2.1 Nothing in the Dehcho Agreement shall prejudice the devolution or transfer of responsibility or powers from the Government of Canada to the Government of the Northwest Territories.¹

3.0 Coming to Effect

- 3.1 The Dehcho Agreement comes into effect upon its ratification by all Parties as set out in the Ratification Chapter.

4.0 Constitution of Canada

- 4.1 The Dehcho Agreement does not alter the Constitution of Canada, including:
- a) the identity of the Dehcho Dene as an aboriginal people of Canada within the meaning of the *Constitution Act, 1982*; and
 - b) sections 25 and 35 of the *Constitution Act, 1982*.

5.0 Disclosure of Information

- 5.1 Neither government, including the Dehcho Community Governments nor the Dehcho Government is required to disclose any information that it is required or entitled to withhold under any

¹ The DFN state that issues related to jurisdiction and lands should be addressed at the Dehcho Process table and that the Dehcho Agreement will be with prejudice to any devolution agreement between Canada and the GNWT

legislation or Dehcho Law relating to access to or privacy of information.

- 5.2 If a government, including Dehcho Community Governments and the Dehcho Government, has a discretion to disclose any information, it shall take the Dehcho Agreement into account in exercising that discretion.
- 5.3 Notwithstanding any legislation relating to access to information or privacy, Canada or the Government of the Northwest Territories shall provide a Dehcho Community Government access to any information under its control other than federal Cabinet documents or territorial Executive Council documents, that is required for the administration, by the Dehcho Community Government, of an interest listed in part X of the appendix to the Community Lands Chapter or a lease granted under XX.

6.0 Entire Agreement

- 6.1 The Dehcho Agreement is the entire agreement among the Parties in respect of the subject matter of the Dehcho Agreement and, except as set out in the Dehcho Agreement, there is no representation, warranty, collateral agreement, condition, right, or obligation affecting the Dehcho Agreement.
- 6.2 The Schedules and Appendices to the Dehcho Agreement form part of the Dehcho Agreement **(to be determined)**.

7.0 No Implied Waiver

- 7.1 Waiver by a Party of any provision of the Dehcho Agreement in one instance does not constitute a waiver in any other instance, and any waiver must be in writing.

8.0 Time of the Essence

- 8.1 Time is of the essence in the Dehcho Agreement.

9.0 Assignment

- 9.1 Unless otherwise agreed to by the Parties, the Dehcho Agreement may not be assigned, either in whole or in part, by any Party.

10.0 Enurement

10.1 The Dehcho Agreement will enure to the benefit of and be binding upon the Parties and their respective permitted assigns.

11.0 Deposit of Dehcho Agreement

11.1 The Minister of Indian Affairs and Northern Development shall cause a copy of the Dehcho Agreement and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited in

- (a) the Library of Parliament;
- (b) the legislative library of the Government of the Northwest Territories;
- (c) the main office of the Dehcho Government;
- (d) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;
- (e) the office of the Registrar of Land Tittles for the Northwest Territories;
- (f) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories' and
- (g) such other places as the Minister deems necessary.

12.0 Communications

12.1 Communications from the Dehcho Government:

- (a) to Canada, shall be in one of Canada's official languages; and
- (b) to the Government of the Northwest Territories , shall be in English.

12.2 Communications from Canada or the Government of the Northwest Territories Government to the Dehcho Government shall be in English or at the sole discretion of Canada or the Government of the Northwest Territories, as the case may be, in Dene.

- 12.3 For greater certainty, nothing in section 12.2 abrogates or derogates from any right, privilege or obligation with respect to the official languages of Canada that the Dehcho Government may have under the Constitution of Canada.
- 12.4 Unless otherwise set out in the Dehcho Agreement, notice between any two Parties or among all Parties under the Agreement must be in writing and be:
- (a) delivered personally or by courier;
 - (b) transmitted by fax;
 - (c) transmitted by e-mail; or
 - (d) mailed by prepaid registered post in Canada.
- 12.5 A notice is considered to have been received:
- (a) if delivered personally or by courier on the day it was delivered;
 - (b) if transmitted by fax and the sender receives confirmation of the transmission on the date of receipt;
 - (c) if transmitted by e-mail and the sender received a delivery or a “read” receipt or an e-mail acknowledgment of receipt on the date of receipt; or
 - (d) if mailed by prepaid registered post in Canada, on the day the postal receipt is acknowledged by the addressee.
- 12.6 The Parties may agree to give, make or deliver a notice by a means other than one provided in section 12.4.
- 12.7 The Parties will provide to each other addresses for delivery of communications under the Dehcho Agreement, and subject to section 12.8, will deliver a communication to the address provided by each other Party.
- 12.8 If no other address for delivery of a particular communication has been provided by a Party, a communication will be delivered, transmitted, or mailed to the intended recipient as set out below:

For: Canada

Attention: Minister of Indian Affairs and Northern Development

House of Commons
Confederation Building
Ottawa, Ontario
K1A 0A6
Fax Number:

For: the Government of the Northwest Territories
(insert address)

For: Dehcho Government
(insert address)

- 12.9 A Party may change its address or fax number specified in section 12.8 by giving a notice of the change to the other Parties.

13.0 Official Languages

- 13.1 For greater certainty, the Parties acknowledge that the *Official Languages Act* applies to the Dehcho Agreement, including the execution of the Dehcho Agreement.